

AGREEMENT

**BETWEEN
THE RIDGEWOOD BOARD OF EDUCATION
AND
THE RIDGEWOOD ADMINISTRATORS ASSOCIATION**

EFFECTIVE JULY 1, 1994 TO JUNE 30, 1997

**AN AGREEMENT
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AND
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ARTICLE 1. RECOGNITION

The Board of Education recognizes the Ridgewood Administrators Association (RAA) as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for those personnel whose primary function is management which, for the effective period of this contract, specifically includes:

- Principals
- Director of Guidance
- Director of Health, Physical Education and Athletics
- Supervisor of Art
- Supervisor of Music
- Department Supervisors (9-12)
 - English/Humanities
 - Mathematics/Computer Science/Assistant to High School Principal
 - Social Studies
 - Foreign Language
 - Industrial Arts
 - Health and Safety
 - Science
 - Special Programs/Business Education
- Athletic Director (9-12)
- Head Librarian/Media Center Director (H.S.)
- Unit Administrator (Middle Schools)
- Dean of Students (HS)

ARTICLE 2. ADMINISTRATIVE RIGHTS AND RESPONSIBILITIES

The Board of Education recognizes and acknowledges the professional and management status of the members of the Ridgewood Administrators Association. Such recognition and acknowledgement shall be thoroughly evidenced through all factors related to the establishment of salaries, other compensations, participation in the budget-making process, hiring procedures, staff evaluations, and other management prerogatives provided by Title 18:A or mutually agreed upon between the Board of Education and the Administrators Association.

ARTICLE 3. EMPLOYMENT PERIOD

All twelve (12) month administrators are employed from July 1 to June 30 of the succeeding year and must be available together as a team within the Ridgewood School District for a minimum of fifteen (15) work days, five (5) consecutive work days after the last day of faculty attendance in June, and ten (10) consecutive work days prior to the first pupil attendance day of the new school year. With permission of the Superintendent of Schools, a twelve-month administrator may take vacation time during the five (5) and ten (10) consecutive work day periods indicated above.

All ten-month administrators are employed from September 1 to June 30 of the succeeding work year and work the regular school calendar as adopted by the Board of Education plus three (3) work days prior to the reporting date for teachers in September. Middle School Unit Administrators, the Director of Athletics, the Supervisor of Art, and the Supervisor of Music work an additional ten days beyond the regular school calendar as adopted by the Board.

Any ten-month RAA member required by his/her supervisor to work additional days beyond his/her contract in an administrative capacity shall be paid at a per diem rate. Per diem rates are calculated as follows:

- Department Supervisors..... 1/203
- Unit Administrators, Supervisor of Art, Supervisor of Music, and Director of Athletics..... 1/210

Salary for any ten-month RAA members who work additional days beyond their contract during the summer months in a non-administrative, professional capacity, shall be compensated at the rate of .0021 times Guide D, Step 5 for each six hours of employment.

ARTICLE 4. VACATION

Twelve-month administrators receive one month (22 days) vacation during July and August, or at such other times as may be approved by the Superintendent of Schools.

Earned vacation time shall normally be used no later than August 20 of the year immediately following the year in which the vacation was earned. If circumstances prevent the administrator from using the vacation prior to August 20, the vacation will be taken at a time mutually agreeable to the administrator and the Superintendent. Not more than ten vacation days may be accrued from year to year. Except for terminating employees no financial reimbursement will be made for unused vacation days. The maximum reimbursement will be 32 days pay. An administrator who is entitled to vacation days and who dies before their contract period is completed shall have payment for their prorated vacation given to their estate.

ARTICLE 5. HOLIDAYS

Twelve-month administrators receive holidays as provided for in the 12-month holiday calendar as well as the equivalent of five days which must be taken during the school recess periods, or as approved by the Superintendent of Schools. The RAA shall participate in the development of the 12-month holiday calendar.

ARTICLE 6. PROFESSIONAL ACTIVITIES REPRESENTATION

Reasonable representation at county, state and national conferences and meetings is encouraged. With the prior approval of the Superintendent of Schools, reimbursement for reasonable expenses will be paid by the district.

ARTICLE 7. PROFESSIONAL ASSOCIATION MEMBERSHIP

The Board will pay the professional association dues, expenses actually incurred, for each member to the limits indicated:

All Members	\$550 (1994-1995)
	\$575 (1995-1996)
	\$575 (1996-1997)

ARTICLE 8. ADMINISTRATIVE PROJECT

In order to provide a smooth and orderly transfer of administrative responsibilities, an administrative project will be available during the duration of this contract. At least ten (10) months prior to the retirement from the system, or six (6) months prior to a June 30 retirement, a member of the RAA may submit a proposal to the Superintendent of Schools for a special project. The project may be of an administrative, curricular, or research nature, and must be related to the goals of the system. The project must be approved by the Superintendent and the Board of Education before the member can begin. If the project is approved, the RAA member will be compensated in the following amounts and manner:

Amount - For RAA members retiring in the contract years 1994-1997 the retiring RAA member shall receive \$1700 a year up to a maximum of ten years or until age 65, whichever of the two is the earlier to occur.

<u>Contract Years</u>	<u>Annual Payment</u>	<u>Maximum Total Payment</u>
1994 - 1997	\$1,700	\$17,000

Manner of Payment - The amount of compensation to be provided under this agreement shall be applied in the first instance by the Board to the payment of medical premiums in excess of those paid by the State of New Jersey for RAA members, spouse, and eligible dependents under the plan in which the RAA member is enrolled; however, for any year in which the RAA member is eligible for the project payment, that member may elect to notify the Board in writing that he/she either does not want to participate in the appropriate plan in which the RAA member is enrolled, or wants to participate only to a limited extent. If this election is made, then that member shall receive a single cash payment either for the full amount of the yearly payment or for that portion of the payment that has not already been applied toward the payment of the medical/dental benefits elected to be received under the plan in which the RAA member is enrolled. All such cash payments made to the RAA members shall be made by each June 30 of the calendar year immediately following either the date of retirement, or the anniversary of the date of retirement.

For any year in which an RAA member is eligible for this compensation, the member may elect to notify the Board in writing that the member wishes to change the manner of compensation according to the provisions of this agreement. An election, once made, shall continue until the completion of eligibility without requirement of further correspondence.

No payments under this article shall be made to the retired RAA member while the member is eligible for medical coverage through another employer.

Beyond eligibility for compensation under this agreement, members may elect to retain medical benefits. In these cases, the retired RAA member will be billed for the full amount of the medical premiums at the existing rates.

ARTICLE 9. UNUSED SICK LEAVE

After 20 years in the district, an RAA member who uses 33% or less of sick leave accumulated in Ridgewood shall, at retirement, receive a stipend of \$4000.

ARTICLE 10. SALARY GUIDES

A. Probationary (Non Tenured) Twelve-Month Administrators

GUIDE A: Probationary

STEP	1994-1995	1995-1996	1996-1997
1	80,850	83,760	86,360
2	82,110	85,070	87,710
3	83,370	86,370	89,050

1. The Ridgewood Board of Education retains the authority to hire new twelve-month administrators at salaries indicated on Guide A. The Board agrees to place every tenured twelve-month administrator on Guide B no later than the tenure year of employment. The expense of moving administrators on this guide to the Guide B, twelve-month administrators guide shall be the responsibility of the Board.
2. In the event that negotiations commence while administrators are earning a Guide A salary, the salary base for the negotiations shall be computed as if those administrators were on the first step of Guide B.
3. The Board agrees to give new hires a copy of the current contract between the Board and the RAA before the new hire signs a contract of employment.
4. The Board agrees to notify the RAA President in writing that it has hired an administrator on Guide A within 30 days of the Board meeting at which the employment is ratified by the Board.

B. Tenured Twelve-month and Ten-Month Administrators**GUIDE B: Twelve-Month Administrators**

STEP	1994-1995	1995-1996	1996-1997
1	84,650	87,700	90,420
2	87,030	90,160	92,950
3	89,430	92,650	95,520
4	91,810	95,120	98,070
5	94,210	97,600	100,630
6	96,590	100,070	103,170
7	98,130	101,660	104,810
8	100,190	103,800	107,020

Differentials For Guides A and B (To be multiplied consecutively)

	1994-1995	1995-1996	1996-1997
Doctorate	1.025	1.025	1.025
Elem. Principal	1.000	1.000	1.000
M.S. Principal	1.012	1.012	1.012
H.S. Principal	1.068	1.068	1.068
Dir.- Guidance	0.905	0.905	0.905
Dir.-Health, PE, Athletics	0.940	0.940	0.940
Dean of Students	0.905	0.905	0.905
Dept. Suprv./Asst. to H.S. Principal	0.875	0.875	0.875

GUIDE C: Unit Administrators

STEP	1994-1995	1995-1996	1996-1997
1	80,760	83,670	86,260
2	81,910	84,860	87,490
3	83,070	86,060	88,730
4	84,350	87,390	90,100
5	85,380	88,450	91,190

Differentials For Guide C (To be multiplied consecutively)

	1994-1995	1995-1996	1996-1997
Doctorate	1.025	1.025	1.025

Guide D: Department Supervisors

STEP	1994-1995	1995-1996	1996-1997
1	78,330	81,150	83,670
2	78,710	81,540	84,070
3	79,080	81,930	84,470
4	79,460	82,320	84,870
5	79,760	82,630	85,190

Differentials For Guide D (To be multiplied consecutively)

	1994-1995	1995-1996	1996-1997
Doctorate	1.025	1.025	1.025
Athletic Dir.	1.03	1.03	1.03
Supvr. - Art	1.03	1.03	1.03
Supvr. - Music	1.03	1.03	1.03
Head Librarian-HS	0.91	0.91	0.91

ARTICLE 11. SERVICE STIPEND

A service stipend for years served in a certificated position in the Ridgewood Public Schools, shall be provided as follows:

Years of Service	Stipend
0-3	0
4-10	\$ 400
11-15	\$ 800
16-20	\$ 1,200
21+	\$ 1,600

ARTICLE 12. INCENTIVE PROJECT PLAN

An incentive project plan benefits both the administrator and the school district. The Incentive Project Plan (IPP), as contemplated by this section, will provide an opportunity for an administrator to pursue a Board-approved project that would not be a part of his/her regular job responsibilities. The school district benefits because it is able to employ RAA members to pursue innovative ideas specifically related to the goals of the district.

If an administrator wishes to participate in such an incentive plan, that administrator shall submit his/her project proposal to the Superintendent of Schools. The proposal shall include the goal(s) of the project, the procedures for carrying out the project, the budget required by the project, the requested stipend, and the evaluation procedures for the project. The Superintendent shall first review the project plan with the administrator. If the Superintendent finds that the proposal has significant merit, he will then recommend the proposed project to the Board, who in its sole discretion, may or may not approve the proposed project. The Superintendent shall notify the administrator of the Board's decision.

All approved projects shall include an agreement regarding the budget for the project and the proposed stipend for the administrator. The administrator and the Superintendent shall meet as appropriate to review the progress on the project. Payment of the stipend to the administrator shall be made according to a schedule mutually agreed to by the administrator and the Superintendent. During the pendency of the project, the Board may, from time to time, wish the administrator to give progress reports to the Board with regard to the project.

ARTICLE 13. GRIEVANCE PROCEDURES

Each administrator represented by the RAA shall be entitled to be heard concerning any matter in which the member feels aggrieved in the area of employer-employee relationships. An individual administrator must present the grievance to the member's immediate supervisor within thirty days of the event which caused the administrator to feel aggrieved. In unusual circumstances the 30 day limitation may be waived and the waiver shall not be unreasonably withheld.

In the case of an individual administrator, such difference shall be presented in the first instance to his immediate supervisor in administrative channels. The immediate supervisor shall respond to each grievance presented within ten school days following the presentation. If a mutual agreement has not occurred after this presentation of the difference to the immediate supervisor, the steps outlined in the paragraphs below shall be followed. In an unusual case an administrator and/or the immediate supervisor may have representation provided the representative(s) are mutually agreed upon.

If the grievance is not satisfactorily settled after the initial presentation, an administrator member may file a written grievance within ten days of the decision rendered as a result of the initial presentation. The written grievance shall be filed with the supervisor of the administrator, it shall be in writing on the approved forms and shall include the following information:

1. The name(s) and position(s) of the aggrieved party(parties).
2. The identity of the provision of this agreement, Board Policy, or administrative decision on which the grievance is based.
3. A general statement of the facts of the grievance, including the date when the grievance arose and the event or conditions which constitute the grievance.
4. The identity of the party (parties) alleged to have caused the grievance.
5. A general statement of the redress sought by the aggrieved party (parties).

Within ten school days of the filing of the written grievance, the Superintendent, or his designee, shall hold a hearing with the grievant in an attempt to resolve the grievance. The grievant may invite a representative of the grievant's own choosing to accompany the individual or group at this presentation to the administrator involved. Such representative shall also have the right to be heard. The Superintendent shall issue a written decision on the grievance within ten school days of the hearing.

In the case of two or more administrators feeling aggrieved, or if the RAA feels that the administrative staff as a whole is aggrieved in any matter, the matter shall be presented directly to the Superintendent of Schools. In either case the grievance must be presented to the Superintendent within thirty days of the event which caused the RAA to feel aggrieved. In unusual circumstances the 30 day limitation may be waived and the waiver shall not be unreasonably withheld. Within ten school days, the Superintendent will respond to the grievance by issuing a written decision to the RAA. Failure on the Superintendent's part to respond within ten days will automatically move the grievance to the next level.

If the individual administrator(s) or, in the case of a group grievance, the RAA is not satisfied with the disposition of the grievance by the Superintendent of Schools an appeal to the Board of Education may be made within time for the next regularly scheduled Board meeting, or within twenty (20) days whichever is sooner. In the instance of an appeal the Superintendent shall make the necessary arrangements. The appeal shall be in writing, shall state the reasons for the appeal, and shall contain the written decisions rendered at the lower levels. The individual or group shall have the right to be accompanied by a representative or representatives, who shall have the right to be heard. The Board of Education shall schedule a hearing on the grievance within time for the next regularly scheduled Board meeting, or within twenty (20) days whichever is sooner. The Board, or its designee, shall render a decision in writing within twenty school days of the hearing. In unusual circumstances this time limit may be waived by mutual agreement and the waiver shall not be unreasonably withheld.

An RAA representative shall be present to voice the Association's opinion or viewpoint on the issues of any appeal which involves charges against the Association.

If a grievance relating to the interpretation, application, or violation of the terms of any formal written agreement between the Board and the RAA or of formal Board policies which affect the terms and conditions of employment of the party claiming to be aggrieved cannot be resolved to the satisfaction of both parties, advisory arbitration shall go into effect.

If the RAA wishes review by an arbitrator for a grievance, it shall so notify the Board through the Superintendent within ten school days of the Board's decision except in the case of a grievance involving any of the following points:

1. Any matter for which a method of review is provided by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
2. A complaint of a non-tenured administrator that arises by reason of his not being re-employed.
3. A complaint by any administrator occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.

The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to the Public Employee Relations Commission (PERC) by the aggrieved party to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names.
3. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within ten school days of the initial request for arbitration, PERC may be requested by either party to designate an arbitrator. The parties shall then be bound by the rules and procedures of PERC in the selection of the arbitrator.
 - a. The arbitrator so selected shall confer with the representative of the Board and RAA, shall hold hearings promptly, and shall issue his decision not later than 20 days from the date of the close of the hearings, or, if oral hearings have been waived, then he shall issue his decision not later than 20 days from the date on which the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted.
 - b. Meetings and hearings under this procedure shall not be conducted in public and shall be attended only by the parties in interest and their designated or selected representatives.
 - c. The parties shall be responsible for all costs incurred by each, and only the fee and expenses of the arbitrator shall be shared by each party paying one-half.

Any of the time limits specified may be altered by mutual agreement.

In the instances of appeals either to the Superintendent or Board, any administrator, whether or not they are members of the RAA, may request that the representatives of the grievant's choosing accompany the individual or group at such appeal. Such representative shall also have the opportunity to be heard.

Any and all steps taken under these procedures shall be taken with the objective of a fair and equitable resolution of the differences at issue, in an objective and dispassionate manner, and no reprisal or discrimination shall be directed toward any staff member during or after the completion of these procedures.

Nothing in the grievance procedure is meant to be prejudicial to the RAA's existing right under law to take matters to the Commissioner of Education.

Forms for filing grievances, serving notices, taking appeals, making recommendations, and other necessary documents shall be prepared by the Superintendent, subject to the approval of the Board and the RAA, and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

ARTICLE 14. STAFF ABSENCE PROCEDURE

A. Sick Leave

New administrators under contract for the first time in Ridgewood receive up to ten (10) days of sick leave during their first five months of service.

An unlimited number of fully compensated days for illness or approved medical care, in accordance with need, is allowed all administrative staff members under contract after five months of service. Prolonged absence, beyond those sick leave days accrued in accordance with state law (18A:30-1, 30-2, 30-7) will be reviewed by the Superintendent of Schools to determine whether or not it will be possible for an administrator to return to work within a reasonable period. In unusual cases of chronic absenteeism, or where the possibility of an extended multi-year absence exist, the Superintendent will review the details with the Board and make a recommendation concerning the status of the administrator. Ten-month administrative staff who work in the summer school in either a teaching or administrative position shall receive up to five (5) days absence for personal illness, but the substitute's compensation shall be deducted from the employee's salary.

Summer workshop staff will be required to make up all work lost due to absence, subject to the approval of the project supervisor. Absences which are not made up will be subject to full salary deduction.

B. Death in the Immediate Family or Household

Absence is fully compensated for as many days as the Superintendent considers suitable in the individual case, up to a maximum of five (5) days.

Additional leave may be granted at the discretion of the Superintendent. For the purposes of definition regarding absence, the immediate family includes, husband, wife, father, mother, brother, sister, grandfather, grandmother, relatives by marriage in the same degree of relationship, those serving the staff member in loco parentis, or any relative whose actual household at the time of death is also the household of the absentee.

C. Serious Injury or Illness in the Family

Absence due to serious illness or injury in the immediate family shall be fully compensated up to three (3) days to enable the staff member to make arrangements for the essential security of the family. Additional leave with full pay, less the amount of prevailing daily substitute pay, may be granted at the discretion of the Superintendent.

D. Performance of Legal Responsibility

Leave for performance of civic duty in serving on a petit or grand jury when required by law shall be granted if accommodations cannot be made with legal authority to perform this service when school is not in session, and providing a letter confirming the purpose of such leave from a sheriff, court, or United States attorney, depending on the jurisdiction, is filed with the Superintendent of Schools. An amount equal to the income derived from jury service will be deducted from the staff member's base salary.

Leave for acquiescing to a court, or other valid subpoena, may be allowed without loss of pay, depending on the circumstances and at the discretion of the Superintendent.

E. Personal Business

Personal business is defined as leave used for any reason except recreation, rest, recuperation, any venture resulting in remuneration for services rendered by a staff member, or any other reason provided in this agreement. Each administrator shall have available, each school year, three (3) personal business days, one without loss of pay and without reason given, and two without loss of pay but with the prior approval of the Superintendent or his representative.

The essential nature of the reasons for such absence and evidence that working time is required must be clear and beyond question. No personal business day without reason furnished shall be allowed immediately before or after a holiday or any vacation period for which schools are closed as designated by the official school calendar. All requests for absence for personal business shall be submitted on the appropriate forms by the administrator to the Superintendent.

Absences which have not been approved or authorized will result in a full salary deduction.

F. Procedures

A request for absence form (pink) must be completed in duplicate by the administrator, and be submitted to the administrator's immediate supervisor. The immediate supervisor indicates his/her recommendation and forwards the request to the Superintendent for consideration. Following action, one copy of the form is returned to the applicant. Necessary substitute arrangements are made by the Superintendent's office.

Among the reasons which may be considered valid are:

- House closing or other important business transactions
- College graduation of self, or member of the immediate family
- Death of a relative or close friend
- Wedding of the staff member or member of the immediate family
- Medical appointments which can only be scheduled during work time.

Most personal business can normally be anticipated in advance and therefore the request can be completed and forwarded prior to the anticipated date. There are times, because of an emergency situation, when a telephone request for a personal business absence will be made, however, for payroll purposes all requests need to be transmitted on the required form. Therefore, individual administrators who are granted personal business leave as a result of a telephone conversation, will need to fill out the pink form immediately upon their return to work.

ARTICLE 15. TUITION REFUND POLICY

Upon completion of graduate course work with a quality grade of B or better, the Board will fully reimburse all administrators covered by this Agreement for tuition and fees up to \$800 a year for courses approved by the Superintendent prior to course registration. To receive reimbursement, these courses must be given under the auspices of an accredited college at the graduate level, and official transcripts must be presented upon completion.

ARTICLE 16. HOSPITAL/MEDICAL SURGICAL PLAN

For Eligible Employees - The Board will pay 100% of the premium costs for Connecticut General Comprehensive Fee Hospital/Medical/Surgical Plan.

For Dependents of Eligible Employees - (up to age 23 for dependent children) The Board will pay 90% of premium costs for Connecticut General Comprehensive Fee Hospital/Medical/Surgical Plan.

Deductible: 200/600

The Comprehensive Hospital/Medical/Surgical Plan family stop loss shall be \$2,200 per calendar year.

RAA members may choose, within thirty (30) days after the renewal date, the Connecticut General Traditional Medical Plan coverage as long as the member agrees to have deducted monthly from his/her salary the difference in premium costs to the BOE between the Traditional Medical Plan and the Comprehensive Plan coverage. The difference in premium costs is subject to change each year.

If during the term of this Agreement, Connecticut General Life Insurance Company (CIGNA) proposes a Preferred Provider Option (PPO) and/or the mail order prescription service as a supplement to the Connecticut General Comprehensive or Traditional Plan (as selected by the member) both parties agree to engage in discussion to consider such a proposal.

Retired Board employees and their dependents shall be included in the Ridgewood Hospital/Medical/Surgical Plan at the employee's expense and option. Dependents of deceased employees will be allowed to remain as members of the Ridgewood Hospital/Medical/Surgical Plan at their expense and option as long as they qualify as dependents.

ARTICLE 17. MAJOR MEDICAL/DENTAL COVERAGE

Major Medical insurance, including catastrophic coverage, for eligible employees and their dependents shall be provided 100% by the Board.

A comprehensive dental plan shall be provided for all eligible employees and their dependents. The plan provides for the payment of 80% of all reasonable and customary charges for basic services and 50% of all major restorations with a \$50 deductible to a maximum of \$1,000 per year.

Retired Board employees and their dependents shall be included in the Major Medical and/or Dental Plans at the employee's expense and option. Dependents of deceased employees will be allowed to remain as members of the Ridgewood Group Major Medical/Dental Plans at their expense and option as long as they qualify as dependents.

There will be a sixty (60) day delay in implementation of medical and dental coverage for all new employees.

In compliance with the 1986 Budget Reconciliation Act, health insurance coverage will be continued for eighteen (18) months for terminating employees and for thirty-six (36) months for the dependents of active and retired employees after death, divorce, or legal separation of the covered employee and for dependent child(ren) after ceasing to be a dependent under the Board's insurance plan. Premiums for this mandatory extended group health care coverage will be paid by the terminating/retired employee or dependents.

RIDGEWOOD PUBLIC SCHOOLS
Ridgewood, New Jersey

Amendment to Agreement Between
The Ridgewood Board of Education
and
The Ridgewood Administrators Association

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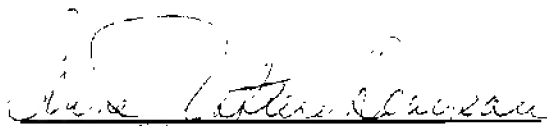
Article 16. HOSPITAL/MEDICAL SURGICAL PLAN

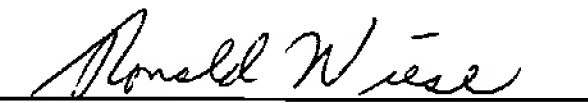
Fourth Sentence

The Comprehensive Hospital/Medical Surgical Plan family out-of-pocket maximum shall be \$2,000 per calendar year.

Ridgewood Board of Education

Ridgewood Administrators Association


Anne Raftery Denyeau
President


Ronald Wiese
President

Date 5/8/95

(10medchg)

ARTICLE 18. MEDICARE COVERAGE

The Board will assume the premium cost of Medicare insurance for all active eligible employees age 65 and over who elect Medicare as primary payer. Election of Medicare as primary payer precludes the employee from all group medical plans. If the employee elects to continue primary coverage under our group medical plan, Medicare may provide secondary medical coverage for Part B, provided the employee enrolls in Medicare Part B and pays the premium.

ARTICLE 19. ANNOUNCEMENT OF PROMOTIONAL OPPORTUNITIES

Requirements for a vacancy in an existing position or a newly created position shall be determined by the Superintendent of Schools. Announcements for these vacancies shall be sent simultaneously to the Ridgewood staff and to placement offices prior to conducting interviews with candidates.

- A. Promotional positions are those administrative/supervisory positions associated with the Ridgewood Administrators Association.
- B. Requirements for a promotional vacancy in an existing position or a newly created one shall be determined by the Superintendent of Schools.
- C. A special bulletin board shall be designated by the building principal for the listing of staff vacancies. Whenever a promotional opportunity occurs or a new position is created, such notice(s) shall be placed on this bulletin board by the building principal.

The notice shall list the requirements for the vacancy or promotion, salary information, and indicate the closing date for application. In addition, each building principal shall bring to the staff's attention the announcement of each promotional vacancy.

- D. Professional staff members who desire to be notified of promotional positions that may need to be filled during the summer recess shall submit their names on the appropriate form to the Director of Human Resources prior to the close of school in June. Notices of a vacancy shall be sent as far in advance as practicable, and a copy shall be sent to the home address of the Association president.
- E. In the event that an acting position is created, the aforementioned procedures may be waived for a period not to exceed four (4) months.

ARTICLE 20. ANNOUNCEMENT OF STAFF VACANCIES, VOLUNTARY TRANSFERS, AND REASSIGNMENTS

- A. Announcement of staff vacancies shall be posted on a bulletin board designated by each building principal in each school and division offices for the listing of staff vacancies prior to conducting interviews with candidates. In addition, each building principal shall bring to the attention of the staff the announcement of staff vacancies.
- B. Administrators who desire a change in area of responsibility, or school assignment should file a written statement of such desire with the Superintendent and Director of Human Resources as early in the current year as possible. Such statement shall include the area of responsibility to which the administrator desires to be assigned and the school or schools to which he/she desires to be transferred, or order of preference. Copies of transfer requests should be sent to the Superintendent. Transfers within the system are not normally permitted during the school year, but transfer requests will be accepted at any time.

ARTICLE 21. INVOLUNTARY TRANSFER OR REASSIGNMENT

- A. Involuntary transfer is made only in the best interests of the school district and shall be made only after a meeting between the administrator and the immediate supervisor, at which time the administrator shall be informed of the reason. At this meeting, a list of open positions in the school district shall be given to the administrator. Within five (5) days after the meeting, an administrator may request a statement of the reasons, in writing, from the immediate supervisor.
- B. In the event that a tenured administrator objects to the transfer or reassignment, the administrator may request a meeting with the Superintendent. As always, the administrator may have Association representation.
- C. Formal written notice of an involuntary transfer shall be given to administrators as soon as possible but no later than May 15 preceding the September date of such transfer. Notice of reassignments caused by enrollment or course reductions shall be made as soon as possible but no later than September 1 prior to the beginning of the school year.
- D. When an involuntary transfer or reassignment is necessary, an administrator's area of competence, major or minor field of study, length of service in the Ridgewood school district, and length of service in a particular school building shall be considered in determining the transfer or reassignment. A transfer shall not take effect until the Superintendent makes an assignment to a specific position. The needs of the staff and program in the receiving school shall also be considered by the Superintendent in determining the transfer or reassignment. The Superintendent shall initiate action to assist the staff member in being reassigned within the school district.

ARTICLE 22. VISITATION FOR PROFESSIONAL GROWTH

Visiting days within the Ridgewood school system, in other school systems, or for any other opportunities that afford professional growth will be granted administrators at the discretion of the Superintendent of Schools, if such visitation promises to contribute to improved job performance and is within the limitations of the budget.

ARTICLE 23. SUMMER SCHOOL STAFFING

The best interests of students are paramount in staffing the Summer School. Providing the employee has met the requirements of the position and is professionally qualified relative to the needs of the children, Ridgewood staff members shall be given priority for Summer School positions. Summer School staff assignments shall be finalized by the administration as soon as possible. Wherever possible, staff members shall be given three (3) days' notice regarding any change in assignments before the start of the Summer School program.

The administration shall arrange for substitutes in the event a staff member is absent. The Human Resources Office shall handle all compensation for substitutes. The Board will deduct money paid the substitute from the pay of the regular staff member.

ARTICLE 24. CALENDAR

Each year, a committee with representation from the Ridgewood Administrators Association bargaining unit shall recommend a school calendar for the succeeding year to the Board of Education. The ultimate determination of the school calendar shall be the responsibility of the Board. If the Board does not propose to adopt the calendar as recommended by the committee, it shall schedule a meeting with the committee prior to public presentation or adoption.

ARTICLE 25. WORK YEAR

The instructional calendar of the Ridgewood Public Schools consists of one hundred and eighty (180) days minimum for pupil instruction, and a maximum number of days for pupil instruction as follows:

- 182 days if there are no emergency closing days
- 181 days if there is one emergency closing day
- 180 days if there are two or more emergency closing days

The Board may schedule 183 pupil instruction days, and if none or just one emergency closing day is used, then the last scheduled day of instruction may be utilized as a closing day for administrators.

The work year for certificated personnel of the Ridgewood Public Schools shall also include three (3) days for orientation, in-service workshops, or related professional activities (for staff development days). Any days of pupil instruction missed due to emergency closing shall only be rescheduled as needed to bring the total number of pupil instruction days to that required by state law, one hundred eighty days (180). The total work year shall not exceed one hundred eighty-six days (186)

Holidays, NJEA convention days, or the school recesses for Thanksgiving, Christmas, Winter Recess, and Spring Recess as presently established shall not be designated as staff development days. No more than two (2) consecutive days may be designated as staff development days.

ARTICLE 26. PROFESSIONAL STUDY

Career Development Program

RAA members who have served full time under contract for at least seven (7) years in Ridgewood in a position or positions requiring a state certificate may be granted a leave under the Career Development Program for an approved purpose such as graduate school, research, travel, etc. Applications shall be sent to the Superintendent of Schools by February 1 for the next school year. Applications may be accepted by the Superintendent at a later date if he deems circumstances warrant. Applications will be reviewed by a Committee whose membership is mutually agreeable to the Superintendent and to the RAA. The committee will evaluate the applications and make its recommendation to the Superintendent. Final approval of applicants by the Board will be made by the second public Board meeting following the initial interviews, which are usually scheduled during the month of February.

Career development leaves may be for a school year at one-half pay or one semester at three-fourths pay. Grantees shall agree in advance, in writing, to return to the Ridgewood staff for a minimum of two years or refund the compensation received, or the appropriate portion, if they do not do so.

The employee shall receive credit for earned salary increment for the period of professional study and shall also be granted any other salary benefits which have been approved by the Board during the period of the leave.

If in the judgment of the Superintendent or the Selection Committee, a staff member on a grant program is not fulfilling the purpose for which the grant was made, each shall consult with the other, after which the Superintendent shall report his views to the Board. The Board may terminate the grant after providing an opportunity for the staff member to be heard. At such a hearing the staff member may choose to be accompanied by representatives from the RAA who shall also have an opportunity to be heard.

The period of the Career Development Leave shall count as regular service for the purpose of retirement planning, and contributions to the retirement fund shall continue at the usual rate, based on a full year's salary. Tenure rights shall not be impaired. Staff members on Career Development Leaves are not eligible for tuition refunds.

Upon return from a Career Development Leave, the staff member shall meet with members of the original selection committee to review the highlights and benefits of the leave experience or share their experiences with other staff members at a meeting arranged by the Selection Committee.

ARTICLE 27. FAIR DISMISSAL

On or before May 15 of each year, The Superintendent shall notify each non-tenured administrative staff member continuously employed since the preceding September 30 of their status for the following school year by either:

- a. a written offer of employment for the next succeeding school year, or
- b. a written notice that employment for the next succeeding year shall not be offered.

Any nontenured administrator who receives a notice of termination of employment may, within five (5) school days, request in writing:

1. A statement of the reasons for the termination in writing.
2. A meeting with the Superintendent of Schools. Such meeting will be held within five (5) school days after the receipt of such request.

Any nontenured administrator who receives a notice that reemployment will not be offered, shall simultaneously therewith receive a copy of the State Board of Education rules (N.J.A.C. 6:3-1.20) which provides a procedure for an informal appearance before the Board.

ARTICLE 28. MATERNITY LEAVES

A. Application

1. Requests from administrators for leave of absence due to disability caused by pregnancy, child rearing, or preparation for childbirth or adoption shall be acted upon individually by the Board on the recommendation of the Superintendent.
2. At least ninety (90) days prior to the expected leave, an application must be completed and returned to the Director of Human Resources.
3. Administrators contemplating an adoption must complete a leave request form when their adoption application is accepted by an agency. It is expected that as much notice as possible will be provided the district in these cases.

B. Paid Disability Leave Associated with Pregnancy

1. Any pregnant administrator may apply to the Board of Education as provided above for a disability leave of absence and shall be granted the leave. The leave dates shall be supported by a physician's certificate which shall allow for disability twenty (20) work days before and twenty (20) work days after the anticipated date of birth.

2. A pregnant administrator may request more or less than twenty (20) work days before and after the anticipated date of birth upon a specific physician's certificate supporting same.
3. The approved disability leave shall be extended for unanticipated disability relating to the childbirth upon the provision of a supplemental physician's certificate.
4. The Board of Education retains the right to confirm the conclusion of any physician's certificate provided under this Article by having the administrator examined by its own physician at the Board's expense. If a dispute arises between the report of the administrator's physician and the report of the Board physician, the opinion of a third physician mutually agreeable to the other two physicians shall be obtained. The opinion of the third physician shall be final and binding upon all parties.

C. Unpaid Leave for Child Rearing, Preparation for Childbirth and Adoption

1. Extended leaves for preparation for childbirth, child rearing, or adoption shall run from their commencement date until the end of that school year. Administrators may return to work at mid-year if a position in their area of certification is available. If a position is not available, every effort will be made to secure suitable work within the school system at the earliest possible date. Extended leaves for child rearing or adoption shall be extended upon application by April 1st of the initial leave year or thirty (30) days after the date of birth or adoption, whichever is later, for the subsequent full school year. No further extension shall be granted.
2. Extended leaves for child rearing may follow a disability leave associated with pregnancy. Application for these two leaves, when taken consecutively, shall be made simultaneously in the manner stated above in Section A.
3. Any administrator adopting a child shall receive a leave similar to a child-rearing leave which shall commence upon his/her receiving custody of said child, or earlier if necessary to fulfill the requirement for the adoption.

D. Rules of General Application Under this Article

1. A nontenured administrator shall only be entitled to a leave up to the expiration of her contract. A nontenured administrator shall not be denied reemployment on the basis that she is pregnant or on leave.
2. A pregnant administrator may be relieved from duty because her work performance has noticeably declined, she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all administrators under Title 18A. Where an administrator is relieved from duty because her work performance has noticeably declined, she shall be reassigned, with no reduction in salary, to duties within the district to the extent possible commensurate with her certificate and experience, until such time as her maternity leave is scheduled to begin. Such alternate duties shall not be available upon the administrator's request. No pregnant administrator may be relieved from administrative duties solely because she is pregnant or because her pregnancy has reached a specific number of months.

3. Eligible administrators may elect to continue medical coverage through the COBRA program.
4. Pension fund rights are protected during the official leave period.
5. Upon return from leave, the administrator will be placed on the appropriate level of the existing salary guide. An increment on the next year's salary guide will be allowed administrators who have accumulated at least one hundred (100) days or five (5) months of service during the contract year in which the leave was granted.
6. Assignment upon return from leave will be to a position for which the administrator is qualified, although not necessarily to the same position, building, or grade level.
7. No administrator on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Ridgewood school district in the area of her certification or competence.
8. The entitlement to utilize sick leave days for maternity purposes as set forth in this Article shall be exclusive and in no event shall such utilization be permissible under Article 14 of this Agreement.
9. Child-rearing leave shall be available on an identical basis to members of both sexes. When a husband and wife both work in the Ridgewood school system, only one shall be eligible to apply for a child-rearing leave.

ARTICLE 29. WITHHOLDING OF INCREMENT

No individual shall be advanced in salary, step or class unless his/her service shall have been satisfactory, and the Superintendent shall have recommended such advancement. An individual who has had an increment withheld shall be formally evaluated during the following year. Upon completion of one satisfactory evaluation immediately following the withholding of increment, the Superintendent may recommend to the Board of Education restoration of the individual to the position on the guide the person would have had if the increment had not been withheld. Upon the completion of two (2) consecutive satisfactory evaluations immediately following the withholding of an increment, the Board may restore the individual to the position on the guide that the individual would have had if the increment had not been withheld.

ARTICLE 30. EVALUATION OF STAFF

- A. All staff members under contract shall be evaluated annually by appropriately certified personnel.
- B. The evaluation process takes into account a variety of situations and settings in which judgments of performance are made. This process includes consideration of such factors as administrative performance, relationships with students, staff, and parents, contributions to the school's instructional program, the ability to communicate effectively, and the staff member's potential for growth.

- C. The purpose of evaluation, as indicated in N.J.A.C., 6:3-1.19 and 6:3-1.21, shall be to:
- provide a basis for the review of performance
 - improve student learning and growth
 - improve administrative skills
 - promote and recognize professional excellence
 - improve the quality of instruction
 - provide a basis for recommendations regarding employment
 - improve professional competency
 - extend assistance for correction of deficiencies
 - identify deficiencies.
- D. For nontenured administrative staff members, the evaluation shall include a minimum of three (3) formal observations and other observations as deemed appropriate by the supervisor. For nontenured staff whose duties are not solely administrative, a minimum of three (3) conferences related to job performance and growth shall occur. For all nontenured staff employed prior to September 30, the first observation shall not be later than December 1; the second, not later than February 15; and the final observation, not later than April 15, unless prevented by extended absence. Before the first observation, all staff members will be notified of their primary evaluator.
- E. For tenured administrative staff, the evaluation shall include a minimum of one (1) formal observation and other observations as deemed appropriate by the supervisor. For tenured staff, whose duties are not solely administrative, a minimum of one (1) conference relative to job performance and growth shall occur. The staff member may request additional observations.
- F. After each formal observation, there shall be a follow-up conference between the evaluator and staff member being evaluated for the purpose of discussing the observation and the written observation report. If, by mutual agreement, the conference is held before the observation report is written, an additional conference will be held if either party wishes to discuss the written report. This procedure also applies in the case of staff members whose duties are not solely administrative. The staff member will sign the supervisor's copy of the report and will receive a copy. The staff member may submit written comments which will be attached to the supervisor's written report. If the observer is someone other than the primary evaluator, the observer will forward a copy of the observation report to the primary evaluator.
- G. Observations occurring on the same day shall constitute one (1) formal observation. No formal observation shall occur prior to the post-observation conference unless mutually agreed to by the primary evaluator and the staff member.
- H. Observation conferences shall occur within ten (10) school days of the observation unless prevented by extended absence of the administrator or the supervisor, or unless extended by the mutual consent of the administrator and the supervisor. The conference shall be held within the school day or at a mutually agreed upon time.

- I. Prior to a decision on contract renewal for nontenured staff and prior to the close of the school year for tenured staff, the primary evaluator shall meet with the staff member for a final summary evaluation conference. At this time, the final summary evaluation form will be shared with the staff member. The staff member will be asked to sign the final summary evaluation form within five (5) working days of the final conference to indicate (1) a conference has taken place, and (2) the information has been shared. A copy of the summary evaluation will be placed in the permanent records file. Signing of the form does not indicate either agreement or disagreement with the contents of the summary. After signing the report, the staff member shall have ten (10) working days to respond, in writing, and to add appropriate information to the summary evaluation, and this response will become part of the personnel record. This summary is based upon the evaluator's judgment of the overall effectiveness of the professional staff member.
- J. Final responsibility for the evaluation of any staff member who has responsibilities and duties in two (2) or more buildings, or who works in more than one (1) department, shall be a person designated by the Superintendent no later than October 15. This person shall recommend to the Superintendent the granting or denial of tenure or the withholding of an increment.
- K. All factors relevant to the staff member's evaluation shall be thoroughly considered in making a recommendation for the granting or not granting of tenure or for the granting or withholding or increment, as provided for in Article 29.

ARTICLE 31. MISCELLANEOUS

If any of the provisions of this agreement, or any application of this agreement to any member or members of the group is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Negotiations may be opened to reconsider provisions deemed contrary to the law.

Further, unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any benefit existing prior to this agreement's effective date.

ARTICLE 32. PROFESSIONAL ASSOCIATION / SALARY DEDUCTION

Members of the RAA may have an amount equal to the membership fee for the professional association designated by the association deducted from their monthly salary, annually, September-June, on a monthly pro-rated basis. RAA members who use this option retain the benefit of reimbursement as noted in Article 7 of this agreement, and shall receive such reimbursement upon application to the Board.

ARTICLE 33. PERSONNEL POLICIES COUNCIL

The RAA will elect two members to serve on the Personnel Policies Council.

ARTICLE 34. DISTRIBUTION AND ATTACHMENT

Copies of this agreement will be distributed to all RAA members.

ARTICLE 35. DURATION OF AGREEMENT

This agreement shall be for a term of three years commencing on the first day of July, 1994, and terminating on the thirtieth day of June, 1997.

THE RIDGEWOOD BOARD OF EDUCATION

BY Anne Raftery Denyeau
Anne Raftery Denyeau, President

THE RIDGEWOOD ADMINISTRATORS ASSOCIATION

BY Anthony Bencivenga
Anthony Bencivenga, Chief Negotiator

Dated: December 14, 1994

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